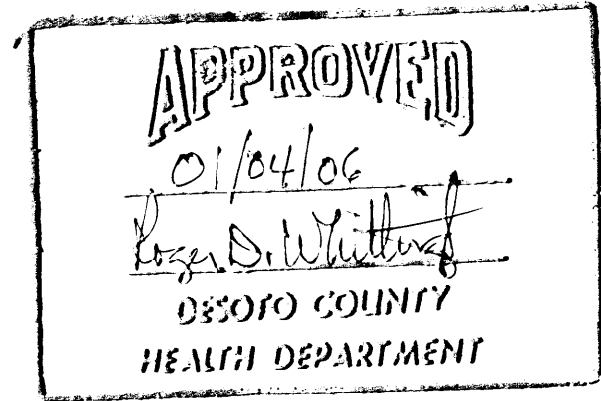
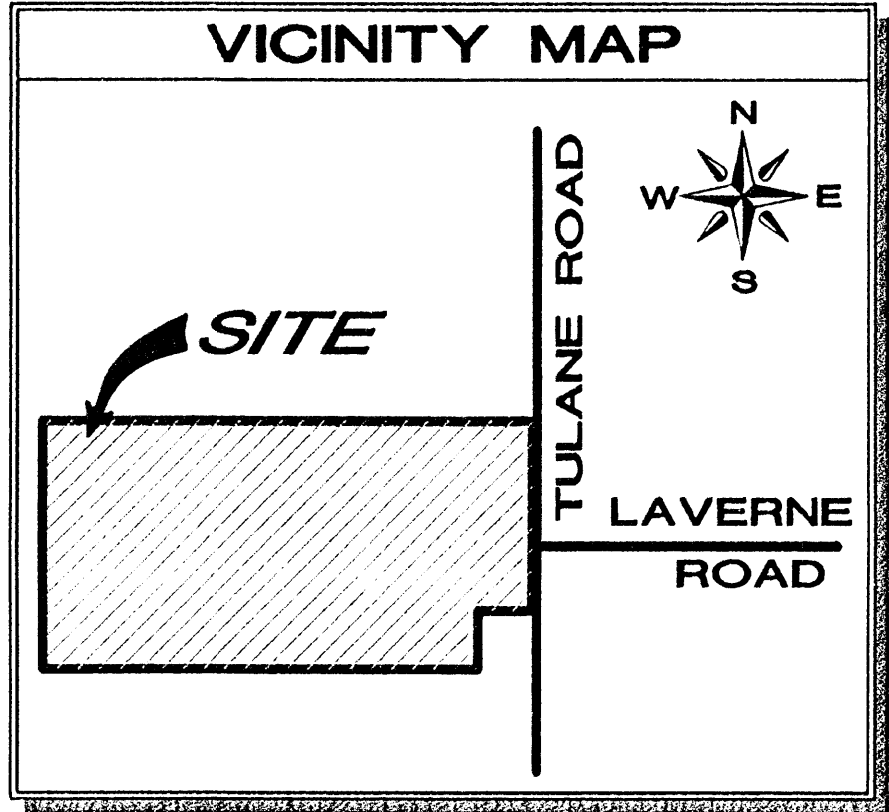


RESTRICTIVE COVENANTS:

- All lots in the subdivision shall be known and described as residential lots, and shall be used for single-family residential purposes exclusively and no lot shall be subdivided so as to reduce the size of the lot. All buildings and other structures erected upon any lot shall not be moved from other locations onto a lot. No structures, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residence dwelling not to exceed three (3) stories in height and an attached private garage for not more than three cars. The foregoing shall not prohibit construction of one residence upon two or more lots, a detached garage or shop.
- Every one story dwelling erected on any lot shall each have not less than 2500 square feet of heated floor space with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas. The first or main floor of any one and one half or two story dwelling construction shall have not less than 1600 square feet of floor space. All two story or more and one-half dwellings shall have a minimum of 2500 square feet of heated floor space.
- Building line setbacks shall be left to the discretion of the building inspector and the interpretation of the zoning ordinance, but not case shall be less than 50 feet.
- No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
- Vegetable gardening shall be allowed only to the rear of the home.
- No building shall be erected on any lot in the subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to the conformity and harmony with existing structures in the subdivision and as to location of the buildings with respect to topography and finished ground elevation by Ben Smith or his representative. In the event that by Ben Smith or his representative fails to approve or disapprove such design and location within a period of thirty (30) days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed fully complied with Ben Smith or his representative, should be entitled to any compensation for services performed pursuant to this covenant.
- Opening of garages should not be visible from the streets except for corner lots. All dwellings must have a minimum of a double garage.
- All mailboxes will be of similar design as determined by Ben Smith or his representative.
- All front yards will be sodded to the edge of road asphalt.
- No brick or concrete structures to be in county road right of way.
- All houses must be a minimum of 60% brick or masonry type exterior.
- All builders will maintain erosion control on each lot with properly installed silt fencing where needed.
- No window air conditioner shall be allowed. The use of solar panels is also prohibited.
- All radio and television antennas shall be installed in the interior of the residence in such a way as not to be visible from outside. Satellite communication system dishes shall be permitted to be installed not over 24 inches in diameter.
- No motor vehicle or any other vehicle, including a boat, motorboat trailer, lawn mower, tractor, or similar vehicle may be stored on any lot except in a building or fenced in area. No repair of automobiles or any other vehicles on property, including those enumerated in any of the restrictions shall take place on any lot where such repairs constitute or are done for a commercial purpose.
- No plumbing or heating vent shall be placed on the front side of any roof. All vents protruding from roofs shall be painted the same color as the roof covering.
- Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved setback lines.
- The contractor or owner shall provide dust abatement and erosion control measures in all stages of construction.
- The builder must remove all building debris, stumps, trees, etc. from each lot as often as necessary to keep the house and lot attractive. Such debris shall be legally disposed of off site.
- No structure of a temporary character such as a trailer, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting it into a dwelling unit.
- There shall be no silver finish metal doors (including glass sliding doors) or windows of any kind; however, a factory painted or anodized finish may be used. The color of such finish should be natural earth tones.
- No chain link fences may be used. No fences shall be constructed on any lot nearer than the road right-of-way. Ben Smith or his representative prior to construction must approve all fences, including fences for back yards and swimming pools. Any fencing in front of any house shall be of PVC construction, either 2 or 3-rail type.
- There shall be no signs nailed to trees at any time. All builders and contractors signs are to be removed from the lot after the house has been completed.
- No animals, livestock, or poultry of any kind shall be raised, kept or bred on any lot, except dogs, cats and other household pets, which may be kept provided, they are not kept or bred for any commercial purposes.
- Outside clotheslines shall be permitted only in the rear fenced in area.
- Neither the developer, nor any architect, nor agent thereof, shall be responsible in any way for any defects in plans or specifications submitted, revised or approved in accordance with this foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
- If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions herein before they expire, it shall be lawful for any other person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against person to persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from doing so or to recover damages for such violations.
- Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- Construction of any dwelling shall be completed within twelve (12) months from commencement of construction.
- These covenants are to run with the land and shall be binding upon parties and persons claiming under them for a period of five (5) years from the date these covenants are recorded. After which time said covenants shall continue in force and effect until an instrument signed by 2/3 majority of the then owners of the lots have been recorded agreeing to change said covenants in their entirety or in part. Each lot shall have one vote as long as the developer, Ben Smith or his representative owns more than 50 percent of the lots. The developer may amend these covenants without the consent of the other lot owners.
- There shall be a minimum of 15 foot side yards each side.
- Concrete, brick or stone head walls will be required on the driveway culverts, which are the responsibility of the lot owner, not the developer.
- This subdivision is classified as a low-density rural type development, which utilizes road ditches and natural streams to convey storm water. It is not the intent of the developer to ever improve these ditches or streams in any manner other than what is required by the governing authority for final subdivision approval. No present future governing authority is under any obligation, either written or spoken, to improve said ditches and streams. Purchasers of these lots are to maintain said ditches and streams so as to prevent erosion and to convey the storm water in such a manner not to cause a problem upstream or downstream of their lot.
- All driveways must be concrete.
- Every lot owner shall be a member of the Nikki Lakes Lot Owner Association (NLLOA) upon receipt of lot title.



- Limitations or Exclusions
- Lot approval is contingent upon proper house size and location.
 - Water usage is limited to 1000 gallons per day per lot.
 - No Commercial Establishments.
 - Excessive grading/filling may void lot approval.

OWNER'S CERTIFICATE

WE, BEN W. SMITH AND GAIL SMITH, OWNERS OR AUTHORIZED REPRESENTATIVES OF THE OWNERS OF THE PROPERTY, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. WE CERTIFY THAT WE ARE THE OWNERS IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE THIS THE 12th DAY OF Dec. 2002.

Ben W. Smith
OWNERS OR AUTHORIZED REPRESENTATIVE

Gail Smith
OWNERS OR AUTHORIZED REPRESENTATIVE

NOTARY'S CERTIFICATE

STATE OF MISSISSIPPI, COUNTY OF DESOTO
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE 12th DAY OF Dec. 2002, BEN W. SMITH AND GAIL SMITH, WITHIN MY JURISDICTION, THE WITHIN NAMED BEN W. SMITH AND GAIL SMITH ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.
April 12, 2009
MY COMMISSION EXPIRES: NOTARY PUBLIC



MORTGAGEE'S CERTIFICATE

First Security Bank
HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE THIS THE 12th DAY OF Dec. 2002.

First Security Bank
Vice President
TITLE SIGNATURE OF MORTGAGEE

NOTARY'S CERTIFICATE

STATE OF MISSISSIPPI, COUNTY OF DESOTO
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE 12th DAY OF December, 2002, BEN W. SMITH AND GAIL SMITH, WITHIN MY JURISDICTION, THE WITHIN NAMED BEN W. SMITH AND GAIL SMITH ACKNOWLEDGED THAT HE/SHE IS *Vice President* OF *First Security Bank* AND THAT FOR AND ON BEHALF OF THE SAID BANK OF *First Security Bank* AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK SO TO DO.
April 12, 2009
MY COMMISSION EXPIRES: NOTARY PUBLIC



CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT I HAVE DRAWN THE PLAT FROM A SURVEY BY AND FROM DEEDS OF RECORD AND THAT THE PLAT REPRESENTS THE INFORMATION AND THAT IT IS TRUE AND CORRECT.

Ben W. Smith
BEN W. SMITH - MS NO. 1909
12/2005

DESOTO COUNTY PLANNING COMMISSION

APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION ON THIS THE 1st DAY OF December, 2002.

James M. Bull SECRETARY
Bill Wilson CHAIRPERSON

DESOTO COUNTY BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS OF DESOTO COUNTY, MISSISSIPPI, THIS THE 1st DAY OF December, 2002.

W. G. Davis Clerk
W. G. Davis President
CLERK FOR THE BOARD PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 2:00 P.M. ON THE 12th DAY OF Dec. 2002, AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 70, PAGE 5009.

W. G. Davis
CHANCERY COURT CLERK
W. G. Davis

FINAL PLAT OF

NIKKI LAKE
SUBDIVISION

SECTION 21, TOWNSHIP 2 SOUTH, RANGE 8 W
DESOTO COUNTY, MISSISSIPPI

SCALE: 1" = 100'
JANUARY, 2006

ZONING "A-R"
TOTAL AREA: 76.52 Acres
TOTAL LOTS: 42

DEVELOPER
BEN & GAIL SMITH
891 RASCO ROAD
SOUTHAVEN, MISSISSIPPI

SMITH
ENGINEERS
a division of Pickering

891 RASCO ROAD EAST (662) 393 - 3348
SOUTHAVEN, MS. 38671 FAX (662) 393 - 0714

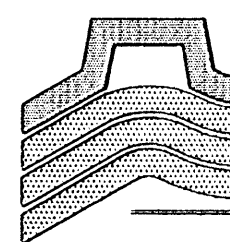


CULVERT TABLE	
LOT#	SIZE
1	15"
2	15"
3	18" NIKKI DR OR 21" NIKKI SPRING DR
4	21" NIKKI SPRING DR OR 21" NIKKI DR
5	24"
6	24"
7	24"
8	DRY RAMP ON NIKKI DRIVE OR 18" NIKKI LAKE DR
9	15"
10	DRY RAMP
11	15"
12	15" OR DRY RAMP
13	15" OR DRY RAMP
14	18" OR DRY RAMP
15	21"
16	21"
17	36"
18	18"
19	15"
20	15" W SIDE OR DRY RAMP E SIDE
21	15"
22	15"
23	21"
24	18"
25	DRY RAMP W SIDE OR 15" E SIDE
26	15"
27	21"
28	21"
29	24" NIKKI DR OR DRY RAMP NIKKI RIDGE DR
30	38" NIKKI DRIVE OR 24" NIKKI RIDGE DR
31	24"
32	21"
33	18"
34	DRY RAMP
35	18"
36	18"
37	18"
38	21"
39	30"
40	36" SW SIDE OR 48" NE SIDE
41	24"
42	21"

FINAL PLAT OF
NIKKI LAKE SUBDIVISION
SECTION 21, TOWNSHIP 2 SOUTH, RANGE 8 W
DESOTO COUNTY, MISSISSIPPI
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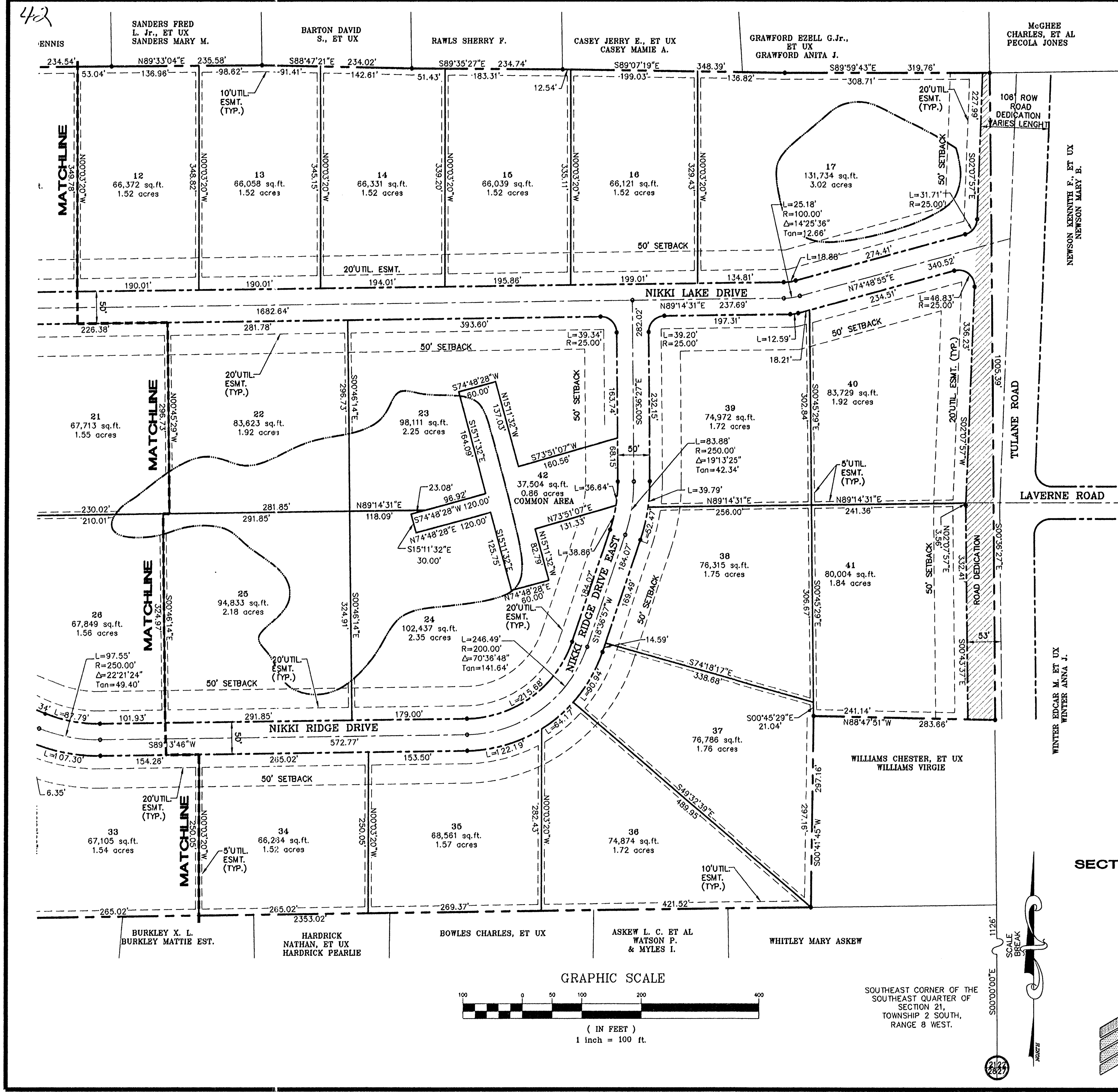
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42

42



- NOTES:
1. MINIMUM SETBACK ARE AS FOLLOWS:
A. 50 FEET FRONT YARD
B. 15 FEET SIDE YARD
C. 35 FEET REAR YARD
 2. A 20 FEET WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE.
A 5 FEET WIDE UTILITY EASEMENT IS REQUIRED ALONG EACH SIDE OF EACH LOT LINE AND ALONG ALL REAR LOT LINES.
 3. SEWER SERVICE WILL BE PROVIDED BY PRIVATE DISPOSAL.
WATER SERVICE WILL BE PROVIDED BY DAYS WATER ASSOCIATION.
 4. THIS PROPERTY IS NOT LOCATED IN HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 28033C0105 D, DATED: MAY 3,1990.
 5. 1/2" ELECTRICAL CONDUIT PIPE IS SET ON ALL PROPERTY CORNERS AND WHERE NOTED (IP).
 6. LOCATION, SIZE AND ELEVATION OF DRIVEWAY CULVERTS WILL BE DETERMINED BY A REGISTERED PROFESSIONAL ENGINEER PRIOR TO THE START OF HOME CONSTRUCTION (SEE CHART ON PAGE 2 OF 3).
 7. LOTS 17 AND 40 WILL NOT HAVE DRIVEWAY ACCESS TO TULANE ROAD.
 8. ALL LOT OWNERS SHALL BE A MEMBER OF THE NIKKI LAKES LOT OWNER ASSOCIATION.
THE BYLAWS OF THE NIKKI LAKES LOT OWNER ASSOCIATION IS RECORDED IN BOOK _____ PAGE _____ IN THE OFFICE OF THE DESOTO COUNTY CHANCERY CLERK.
 9. NO LOT OWNER, EXCEPT THE OWNER OF LOT 17 SHALL HAVE ACCESS TO THE LAKE ON LOT 17.
THIS IS A PRIVATE LAKE. IT'S ACCESS IS COMPLETELY GOVERNED BY THE OWNER OF LOT 17.
 10. LOT 42 SHALL BE THE PROPERTY OF NIKKI LAKES LOT OWNERS ASSOCIATION (NLLOA).
NO HOME MAY BE CONSTRUCTED ON THIS LOT.
A BUILDING, SIGN OR PIER MAY BE CONSTRUCTED ON THIS LOT FOR THE BENEFIT OF ALL LOT OWNERS.
 11. MEMBERS OF NLLOA MAY HAVE USE OF THE WATER SURFACE OF THE LARGER LAKE BUT HAVE NO RIGHT TO ACCESS LAND ADJOINING SAID LAKE EXCEPT FOR LOT 42.

FINAL PLAT OF

NIKKI LAKE SUBDIVISION

SECTION 21, TOWNSHIP 2 SOUTH, RANGE 8 W
DESOTO COUNTY, MISSISSIPPI
SCALE: 1" = 100'
JANUARY, 2008

ZONING "A-R"
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3 OF 3